

**IT Professional Technical Services
Master Contract Program
T#:902TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

**Department or Agency: MN.IT in support of
Minnesota Pollution Control Agency (MPCA)**

Project Title: Automated Federal Data Flow

Service Categories:

- **Analyst – Technical**
- **Data Warehouse**
- **Database Design/Architect**

NOTE: Responders to this Statement of Work must be approved by the Minnesota Office of Enterprise Technology (OET) 902-TS Master Contract Program for all **three** categories in order for the proposal to be considered.

Project Environment and Business Need

The Minnesota Pollution Control Agency (MPCA) is required to provide environmental and regulatory data to the U. S. Environmental Protection Agency (EPA) databases as a condition of funding and program implementation authority. The MPCA currently provides the required data to the EPA in a number of ways, ranging from manual data entry to fully automated data flows.

The MPCA currently maintains an operational node as part of the National Environmental Information Exchange Network (NEIEN). The current is compliant with the Exchange Network's Node 2.x specifications.

Due to impending and implemented changes in EPA data systems, some of MPCA's automated data flows are currently not operational or outdated. This effort will focus on the flow of hazardous waste data to EPA's RCRAInfo database as well as troubleshooting problems with existing production flows should they occur. Without specific action to sustain these production flows, the MPCA will not be efficient and could experience failure at meeting EPA data sharing requirements.

The MPCA seeks a Contractor to follow the Extensible Markup Language (XML) schema specified by EPA's Exchange Network standards and guidelines. The selected Contractor will work with the EPA, the MN.IT Services @ MPCA staff, and affected MPCA program staff to accomplish this effort.

Changes in the interpretation of Minnesota's Data Practices Act and increasing demands for transparency have caused conflict between the requirement that the MPCA share certain data with the EPA and the MPCA's obligation to protect non-public data. While the MPCA is authorized to share data on unresolved compliance actions with the EPA as a regulatory partner, the MPCA needs to operate data exchanges in a fashion that insures that non-public data is protected from disclosure. Any data exchanges need to accommodate, both technically and through binding agreement, the MPCA's obligation to prevent release of non-public compliance information.

MN.IT estimates the value of this contract to be about **\$10,000.00 (Ten Thousand Dollars)**.

Project Deliverables & Schedule

Project Start Date:	July 1, 2013
Finalized implementation plan:	July 15, 2013
RCRA data flow complete:	August 15, 2013
Project End Date:	June 30, 2014

This project will focus on two Tasks: 1) the electronic exchange of RCRA data, and 2) providing troubleshooting to resolve technical issues for existing production data exchanges that have failed.

Task 1

The RCRA data exchange involves a periodic submission of hazardous waste handler as well as compliance, monitoring and enforcement (CM&E) based data to the EPA for the purposes of updating the EPA RCRAInfo database.

Much of the work required to accomplish this exchange has already been accomplished through previous efforts. The following tasks have been completed:

- Completed mappings of Handler and CME data
- Created Handler and CME submission files from MPCA test data
- Submission files have passed XML schema validation
- Developed SQL scripts to deploy the RCRA staging tables
- Developed ETL procedure for the Handler module, and synonyms

The purpose of this task is to complete testing and refinement task, and to successfully implement the MPCA's RCRA data flow through to EPA's Production node.

Testing and Refinement tasks:

1. Re-establish the flow of Handler and CM&E data to EPA's CDX Test environment.
2. Monitor processing and feedback from the test submissions
3. Implement refinements to the mapping and extract, transform and load (ETL) logic to correct errors and deficiencies identified during testing
4. Execute the flow of Handler and CM&E data to EPA's CDX Production environment

Task 2

A number of technical components, configurations and processes are involved in order to successfully execute a data exchange to EPA's CDX Production environment. When an exchange fails, technical troubleshooting needs to be performed to isolate the source of the problem. This task requires the contractor to provide technical troubleshooting of existing production data flows that have failed. The contractor will be notified of these events as they occur and will troubleshoot the system components to determine the problem. The contractor is required to respond within two weeks of each request with the results of their analysis. Each occurrence should not exceed four hours of effort unless specifically authorized. The results of the analysis should include:

- a. A specific description of the problem and the cause
- b. The specific steps necessary to resolve the problem, and
- c. A written estimate of the time required for the contractor to perform this work.

Business Requirements

The successful responder will:

- Work on site at the MPCA's St. Paul Offices, 520 Lafayette Road North, St. Paul MN, 55155, with the opportunity to work remotely as approved by the MPCA.
- Show that they have an understanding of EPA requirements.
- Have working knowledge of EPA's Exchange Networks.
- Have experience in installing, configuring, and successfully implementing an Exchange Network Tier 1 data exchange for another state using a 2.x Node.

- Have technical resources capable of installing a node, exploring schema, data mapping, and programming necessary software plug-ins needed to create automated data flows with the EPA in a secure and efficient architecture.
- Work with MPCA staff to understand system operation and basic support principles.
- Work in compliance of Statewide Enterprise Security Requirements as directed and be required to report or demonstrate such compliance as needed.

Project Environment (State Resources)

The MPCA project team consists of a small group of technical and program staff that are subject matter experts and will be the key resources to work with the Contractor for task completion led by the MPCA project manager.

The MPCA resources include, but are not limited to:

- Oracle DBA, if needed
- Node administrator
- Business analyst
- Lead programmer
- Business program subject matter experts
- Security administrator

The MPCA architecture is composed of a variety of services on a small number of platforms. The MPCA currently hosts its data in Delta, an Oracle 11.x enterprise database running on Solaris Unix. The primary application platform is Windows server 2008, with some UNIX, and Linux platforms. The application development is .Net, with continued support of legacy PowerBuilder applications.

Responsibilities Expected of the Selected Contractor

The selected Contractor will be required to:

1. Provide documentation and weekly status updates through MPCA project managers on:
 - a. Project's Work Plan
 - b. Technical Architecture
 - c. Flow Design
 - d. Data Extraction Procedures
 - e. Database Structure
 - f. Node Source Code (C#, Microsoft .NET Visual Studio)
2. May be given project management responsibility by the MPCA.
3. Provide training and knowledge transfer and product documentation where required by MPCA.
4. Work with the MPCA to develop testing and acceptance procedures.
5. Provide input and track against the MPCA work plan.
6. Be available during MPCA core hours of 9:00 am to 3:00 p.m. Central Daylight Time (CDT).

The successful and repeatable flow of data from the MPCA Network Node to EPA CDX will be a measure of acceptance criteria for each flow undertaken.

Pass/Fail Criteria

Required minimum qualifications:

- Three or more years of experience in CDX Node environment
- Experience installing, configuring, and have successfully completed a Tier 1 data exchange through EPA's Exchange Network
- Experience in mapping, extracting, transforming and submitting data between dissimilar systems

Process Schedule

- Posting begins on OET website

06/19/2013

- | | |
|----------------------------------------------|-----------------------|
| • Deadline for questions | 06/21/2013, 2:00 p.m. |
| • Anticipated posted response to questions | 06/24/2013, 2:00 p.m. |
| • Proposals due | 06/27/2013, 2:00 p.m. |
| • Anticipated proposal evaluation & decision | 06/28/2013 |

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 06/21/2013, 2:00 p.m.

Name: Daniel McLean

Email Address: contracts.pca@state.mn.us (reference "CR6606" in the subject line)

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 06/24/2013, at 2:00 p.m. (http://mn.gov/buyit/statements/mcp902ts_active.html).

Response Requirements

1. Cover Letter

- a) Conflict of interest statement as it relates to this project (see "General Requirements")
- b) Contact information for person responsible for the vendor's Response
- c) A detailed explanation of the way in which the Responder would be available on a day-to-day basis during the period of the Contract to organize services, provide specific billing and invoicing information, and to generally discuss, inform, and interact with the Contract users.
- d) Location of the vendor's facilities and offices participating in the Contract.

2. Workplan (Attachment A), which demonstrates the Responder's understanding of the services requested in this Statement of Work and identify if they believe that there are any problems anticipated in accomplishing the overall work. It should describe in detail the Responder's approach to the project and how the project requirements will be met while achieving the results defined by the project deliverables. The Workplan should also describe the major activities and staff resources required to accomplish this work. The Workplan is not limited to, but should address the following issues:

- a) Describe the vendor's understanding of the need and explanation of proposed solution
- b) Show understanding of EPA requirements
- c) Describe how the Responder plans to install, configure, and successfully complete an environmental Tier 1 National Environmental Information Exchange Network (NEIEN) Central Data Exchange (CDX) Node 2.x xml data exchange for the MPCA
- d) Describe the technical resources capable of exploring schema, data mapping, and programming necessary software plug-ins needed to create automated data flows with the EPA in a secure and efficient architecture

3. Detailed Project Cost Proposal (Attachment B) in Microsoft Excel format with task descriptions, hourly rates. Hourly rates may not exceed the hourly rates identified in the vendor's 902TS master contract.

4. Detailed Project Schedule (Attachment C) in Microsoft Excel format (but may be included as a separate worksheet in Attachment B).

5. Provide Company Overview:

- a) Applicable company background, capabilities, organizational structure, and areas of expertise

6. Staff Experience (Resumés). Provide a resumé for each proposed staff member that would be assigned to work on this project, with an emphasis on how the vendor's proposed staff persons meets or exceeds the required skills and experience; specifically, include references to:

- Expertise and previous experience in EPA's Exchange Networks
- Experience and expertise in installing, configuring, and implementing an Exchange Network Tier 1 data exchange for another state

7. Additional **Required Forms** to be returned or additional provisions that must be included in proposal
 - a) Affidavit of Non-Collusion (**Attachment D**)
 - b) Veteran-Owned/Service Disabled Veteran-Owned Preference Form (**Attachment E**), if applicable.

Statement of Work Evaluation Process

This Statement of Work does not obligate the State to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

All responses received by the deadline will be evaluated by representatives of MN.IT. The State reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The state reserves the right to seek best and final offers from one or more responders.

A 100-point scale will be used to create the final evaluation recommendation. Proposals will be evaluated on “best value” as specified below. The factors and weighting on which proposals will be judged are:

Factor	Maximum points	Percentage
Company Qualifications and Experience	30 points	30%
Qualifications of Proposed Staff Resumes	20 points	20%
Detailed Workplan	20 points	20%
Cost*	30 points	30%

*The Cost Proposal (**Attachment B**) will not be revealed to the review committee until after the other points are awarded. The Cost Proposal will be evaluated according to the following formula:

$$\frac{\text{Low Cost Amount}}{\text{Higher Cost Amount}} \times 30 \text{ (maximum points)}$$

The low-cost proposal receives the maximum points allocated. Veteran-owned small business Contractor will receive 6 (six) additional points.

Proposal Submission Instructions

1. Submit proposals before the deadline to:
Name: Daniel McLean
Email Address: contracts.pca@state.mn.us (reference “CR6066” in the subject line)
2. Vendors are NOT authorized to contact agency personnel other than the contact listed above regarding this Statement of Work.
3. *Late proposals will not be considered.* All costs incurred in responding to this RFP will be borne by the responder.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Indemnification

In the performance of this contract by Contractor, or Contractor’s agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Contractor’s:

- 1) Intentional, willful, or negligent acts or omissions; or

- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to certified small businesses that are majority-owned and operated by:

- (1) Recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) Veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) Any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form (**Attachment E**) with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.